

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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TRAVELERS CASUALTY AND SURETY  
COMPANY as Administrator for  
RELIANCE INSURANCE COMPANY,

Plaintiff,

against -

THE DORMITORY AUTHORITY OF  
THE STATE OF NEW YORK, TDX  
CONSTRUCTION CORP., and KOHN,  
PEDERSON, FOX & ASSOCIATES, P.C.,

Defendants.

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DORMITORY AUTHORITY OF THE STATE OF  
NEW YORK,

Third-Party Plaintiff,

- against -

TRATAROS CONSTRUCTION, INC. and  
TRAVELERS CASUALTY SURETY COMPANY,

Third-Party Defendants.

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TRATAROS CONSTRUCTION, INC. and  
TRAVELERS CASUALTY AND SURETY  
COMPANY,

Fourth-Party Plaintiffs,

- against -

CAROLINA CASUALTY INSURANCE COMPANY,  
et al.

Fourth-Party Defendants.

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KOHN PEDERSON FOX ASSOCIATES, P.C.

Third-Party Plaintiff,

07 Civ. 6915 (DLC)  
ECF CASE

**ANSWER OF WEIDLINGER  
ASSOCIATES CONSULTING  
ENGINEERS P.C. TO  
CERMAK, PETERKA  
PETERSEN, INC.'S  
CROSS-CLAIM**

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- against -

WEIDLINGER ASSOCIATES CONSULTING  
ENGINEERS, P.C., CASTRO-BLANCO  
PISCIONERI AND ASSOCIATES, ARCHITECTS,  
P.C., ARQUITECTONICA NEW YORK,  
P.C., JORDAN ASSOCIATES, INC.,  
CERMAK, PETERKA PETERSEN, INC. JORDAN  
PANEL SYSTEMS CORP., TRATAROS  
CONSTRUCTION, INC. and LBL SKYSYSTEMS  
(U.S.A.), INC.,

Third-Party Defendants.

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Defendant, Weidlinger Associates Consulting Engineers, P.C. ("Weidlinger") by their attorneys, Gogick, Byrne & O'Neill, LLP, as and for its Reply to the Cross-Claim of Third-Party Defendant Cermak, Peterka Petersen, Inc., ("CPP") respectfully alleges and says as follows:

**AS AND FOR A CROSS-CLAIM AND COUNTERCLAIM  
FOR CONTRIBUTION/INDEMNIFICATION AGAINST  
WEIDLINGER ASSOCIATES CONSULTING ENGINEERS, P.C.**

1. Denies the truth of each and every allegation contained within paragraphs "92" and "93" of the Cross-Claim as to these answering defendants.

**AS AND FOR AN ANSWER TO FIRST AFFIRMATIVE DEFENSE**

2. The Court lacks subject matter jurisdiction over this controversy.

**AS AND FOR AN ANSWER TO SECOND AFFIRMATIVE DEFENSE**

3. The Cross-Claim fails to state a cause of action against Weidlinger upon which relief may be granted.

**AS AND FOR AN ANSWER TO THIRD AFFIRMATIVE DEFENSE**

4. The Cross-Claim against Weidlinger is barred by waiver, payment and release.

**AS AND FOR AN ANSWER TO FOURTH AFFIRMATIVE DEFENSE**

5. CPP is estopped from bringing the Cross-Claim against Weidlinger.

**AS AND FOR AN ANSWER TO FIFTH AFFIRMATIVE DEFENSE**

6. Whatever changes CPP may have sustained as alleged in the Cross-Claim against Weidlinger, all of which are denied by Weidlinger, were caused in whole or in part by the culpable conduct of CPP and/or others for whose acts, omissions and/or conduct CPP is responsible. The amount of damages recovered, if any, shall therefore be diminished in the proportion which the culpable conduct attributable to CPP bears to the culpable conduct which caused these alleged damages.

**AS AND FOR AN ANSWER TO SIXTH AFFIRMATIVE DEFENSE**

7. The damages alleged in the Cross-Claim against Weidlinger were caused by the culpable conduct of some third person or persons over whom Weidlinger neither had nor exercised control.

**AS AND FOR AN ANSWER TO SEVENTH AFFIRMATIVE DEFENSE**

8. The claims alleged in the Cross-Claim against Weidlinger are barred by the doctrines of waiver and/or laches.

**AS AND FOR AN ANSWER TO EIGHTH AFFIRMATIVE DEFENSE**

9. Weidlinger incorporates by reference each and every of the Affirmative Defenses set forth in its Answer to the Third-Party Plaintiff's Complaint and realleges same as though fully set forth herein.

**AS AND FOR AN ANSWER TO NINTH AFFIRMATIVE DEFENSE**

10. CPP's Cross-Claim for contribution is barred since the damages alleged are for economic loss.

**AS AND FOR AN ANSWER TO TENTH AFFIRMATIVE DEFENSE**

11. CPP's Cross-Claim for indemnification must be dismissed because CPP is being sued for its active wrongdoing.

**AS AND FOR AN ANSWER TO ELEVENTH AFFIRMATIVE DEFENSE**

Weidlinger reserves the right to rely upon any and all additional defenses which may be disclosed during discovery in this action.

**WHEREFORE**, Weidlinger demands judgment,

- (a) Dismissing the Cross-Claim in its entirety;
- (b) Awarding Weidlinger all attorneys' fees, disbursements and costs incurred in defending this Cross-Claim; and
- (c) Granting such other and further relief as to this Court seems just and proper.

Dated: New York, New York  
May 13, 2008

GOGICK, BYRNE & O'NEILL, LLP  
Attorneys for Third-Party  
Defendants, Weidlinger  
Associates Consulting  
Engineers, P.C.

By: /s/Stephen P. Schreckinger  
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